

STATE OF INDIANA) IN KOSCIUSKO COUNTY Circuit COURT
) SS:
COUNTY OF KOSCIUSKO) CAUSE NO. 43C01-0802-PL-54

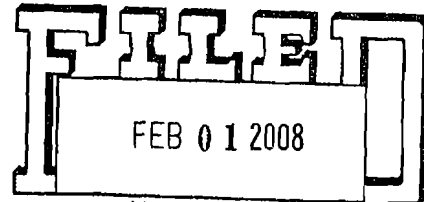
STATE OF INDIANA,)

Plaintiff,)

v.)

STEPHEN E. SCHAADT, individually and)
doing business as, Quality Auto of Warsaw, Inc.,)

Defendant.)



CLERK KOSCIUSKO CIRCUIT COURT

**COMPLAINT FOR INJUNCTION,
CONSUMER RESTITUTION, CIVIL PENALITIES AND COSTS**

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Mary Ann Wehmuller, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code §24-5-0.5-1 *et seq.*, for injunctive relief, consumer restitution, civil penalties, investigative costs, and other relief.

FACTS

1. Defendant Stephen E. Schaadt (hereinafter "Schaadt") is an individual who at all relevant times in this complaint, conducted business as Quality Auto of Warsaw, Inc. with a principal place of business in Kosciusko County located at 3030 Frontage Road, Warsaw, Indiana 46580. At all relevant times Schaadt, his agents and/or employees, engaged in the retail sale of used motor vehicles.

2. Since at least February 2, 2004, Schaadt sold used motor vehicles to consumers, including but not limited to:

<u>CONSUMER</u>	<u>SALE DATE</u>	<u>VEHICLE ID</u>	<u>AMT PAID</u>
a) Alsarra, Talal A.	9/27/2007	2003 Infiniti G35 JNKCV51E63M328668	\$13,000.00
b) Carpenter, Elizabeth	9/8/2007	2003 Dodge Stratus R/T 4B3AG52H72E023944	\$11,740.28
c) Hartman, Leslie	8/27/2007	2005 Dodge Magnum 2D4FV48TX5HS67162	\$15,373.36
d) Kohler, John	8/27/2007	2004 Chevrolet Malibu 1G1ZT54804F128228	\$14,252.48
e) Romito, Paul	8/21/2007	2004 Chevrolet Coupe 1G1JF14F347332429	\$ 7,835.10
f) Rucker, Angie	9/21/2007	2005 Ford Five Hundred 3GNEC12T84G256146	\$17,879.70
g) Whitaker, Maxine	8/28/2007	2002 Dodge Ram 1500 1D7HU18N62S607031	\$10,925.14

3. True and accurate copies of the purchase orders for the vehicles purchased by the consumers identified in paragraph 2(a) through 2(g) are attached respectively as State's Exhibits A through G.

4. Schaadt accepted full payment for the vehicles identified in paragraph 2, from the consumers or on behalf of the consumers.

5. On September 8, 2007, Defendant Schaadt provided Elizabeth Carpenter with an affidavit permitted by Ind. Code §9-17-3-3.1 (hereinafter "21-day affidavit") in which the Defendant represented he would deliver title for the 2003 Dodge Stratus to Ms. Carpenter.

6. Schaadt expressly or by implication represented to consumers Alsarra, Hartman, Kohler, Romito, Rucker and Whitaker, that Quality Auto of Warsaw would deliver title for the vehicle purchased by each customer within a reasonable time from the date of purchase.

7. To date, Schaadt has failed to deliver titles to the consumers listed in paragraph 2.
8. On the dates of sale and dates the 21-day affidavits were issued, Schaadt knew or should have known that he could not deliver titles to the consumers identified in paragraph 2.
9. As part of her purchase of the vehicle identified in paragraph 2(g), Angie Rucker traded a 1999 Ford Explorer, vehicle identification number, 1FMZU34E1XZA11626 (Rucker trade) to Quality Auto of Warsaw on September 21, 2007.
10. Schaadt's agent and/or employee, Micah Dilley, told Rucker that Quality Auto of Warsaw would pay-off the Three Rivers Credit Union lien on the Rucker trade in the amount of \$6,900.00.
11. To date, Schaadt has not paid off the Rucker trade vehicle.

COUNT I
VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

12. The transactions identified in paragraph 2 are "consumer transactions" as defined by Ind. Code § 24-5-0.5-2(a)(1).
13. Defendant Schaadt is a "supplier" as defined in Ind. Code § 24-5-0.5-2(a)(3).
14. The Defendant Schaadt's representations referenced in paragraphs 5, 6, and 10 violate the Indiana Deceptive Consumer Sales Act as follows:
 - (a) Schaadt and/or his agents misrepresented the characteristics, uses or benefits of consumer transactions in violation of Ind. Code §24-5-0.5-3(a)(1);
 - (b) Schaadt and/or his agents misrepresented warranty of title in violation of Ind. Code §24-5-0.5-3(a)(8);
 - (c) Schaadt and/or his agents misrepresented that the Defendant would deliver the consumers' titles within a stated or reasonable period of time from the date of purchase in violation of Ind. Code §24-5-0.5-3(a)(10).



3030 Frontage Road
Warsaw, IN 46580
Phone: (574) 371-2010
Fax: (574) 371-2040

1997

Date AUGUST 27, 20 07

Purchaser: LESLIE HARTMAN Phone: [REDACTED]

Address: [REDACTED] City, St., Zip: [REDACTED]

agree to purchase one USED ☒ Car ☐ Truck or [REDACTED] as follows:

YEAR 2005	MAKE DODGE	MODEL MAGNUM SE	BODY 4DR WAGON / SPORT	LIC.
ODOMETER 73602	VIN 2D4FV48TX5H567162	COLOR BLACK	STOCK NO. 70293	

Remarks:

RECEIVED

NOV 30 2007

ATTORNEY GENERAL OF INDIANA
CONSUMER PROTECTION

SALES PRICE	14656.00
TRADE ALLOW	2700.00
TRADING DIFFERENCE	11956.00
TAX	717.36
SUBTOTAL	12673.36
PAYOFF ON TRADE	2700.00
SUBTOTAL	15373.36
EX. SERVICE PLAN	N/A
DOC. & TITLE FEE	199.00
SUBTOTAL	15572.36
CASH DOWN PAYMENT	700.00
TOTAL BALANCE DUE	14872.36

TRADE IN RECORD

YEAR 1995	MAKE CHRYSLER	MODEL CIRRUS LX/LXI	BODY SEDAN 4 DR.	LIC.
ODOMETER 133618	VIN 1C3EJ56H1SN526074	COLOR GREEN	STOCK NO. 70293A	

I have read the face of this order and agree to this purchase contract. I hereby certify that I am 18 years of age or older and acknowledge receipt of a copy of this order. I understand the figures in this order are predicted upon actual amount of the lien due on the trade-in motor vehicle and any additional amount will be paid by me or any extra will be refunded to me. My trade in has a clean title (ie no salvage, rebuilt) and no mileage discrepancies. This loan is not complete until all verification is done by the lending institution. If any loan is not completed for any reason, I will return the vehicle within 24 hrs. of notification. This vehicle is sold "as is" unless an additional service contract has been purchased.

Buyer's Signature

Date

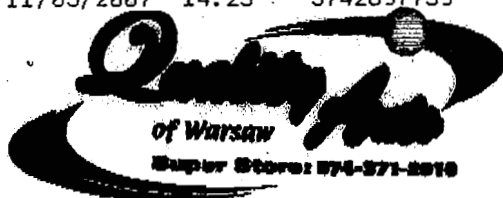
08/27/2007

Buyer's Signature

Salesperson's Signature

STATE'S
EXHIBIT
C

Accepted By



3030 Frontage Road
Warsaw, IN 46580
Phone: (574) 371-2010
Fax: (574) 371-2040

1988

Date August 21, 20 07

Purchaser: PAUL F. ROMERO Phone: [REDACTED]

Address: [REDACTED] City, St., Zip: [REDACTED]

I agree to purchase one USED ☒ Car ☐ Truck or _____ as follows:

YEAR 2004	MAKE CHRYSLER	MODEL Pacifier LS-14	BODY Sedan	LIC.
ODOMETER 75456	VIN 1C1DP19P947332029	COLOR GREEN	STOCK NO. 70178A	

Remarks:

SALES PRICE	7795.00
TRADE ALLOW	500.00
TRADING DIFFERENCE	7295.00
TAX	412.30
SUBTOTAL	7637.30
PAYOFF ON TRADE	N/A
SUBTOTAL	7637.30
EX. SERVICE PLAN	N/A
DOC. & TITLE FEE	200.00
SUBTOTAL	7837.30
CASH DOWN PAYMENT	N/A
TOTAL BALANCE DUE	7837.30

TRADE IN RECORD

YEAR 1999	MAKE SUZUKI	MODEL ESTIMA GL-4GX	BODY SEDAN 4 DR.	LIC.
ODOMETER 95223	VIN J5268718705163049	COLOR GREEN	STOCK NO. 70178A	

I have read the face of this order and agree to this purchase contract. I hereby certify that I am 18 years of age or older and acknowledge receipt of a copy of this order. I understand the figures in this order are predicted upon actual amount of the lien due on the trade-in motor vehicle and any additional amount will be paid by me or any extra will be refunded to me. My trade in has a clean title (ie no salvage, rebuilt) and no mileage discrepancies. This loan is not complete until all verification is done by the lending institution. If any loan is not completed for any reason, I will return the vehicle within 24 hrs. of notification. This vehicle is sold "as is" unless an additional service contract has been purchased.

Buyer's Signature

Date

Buyer's Signature

Date

Salesperson's Signature

Accepted By



3030 Frontage Road
Warsaw, IN 46580
Phone: (574) 371-2010
Fax: (574) 371-2040

2007

Date SEPTEMBER 21 2007

Purchaser: MICHAEL RUCKER Phone: [REDACTED]

Address: [REDACTED] City, St., Zip: [REDACTED]

I agree to purchase one used ☒ Car ☐ Truck or as follows:

YEAR	MAKE	MODEL	BODY	LIC
2005	FORD	FIVE HUNDRED SE AWD	SEDAN 4 DR.	
ODOMETER	VIN		COLOR	STOCK NO.
81810	1FADP261250193650		BLACK	10304

SALES PRICE	17895.00
TRADE ALLOW	8650.00
TRADING DIFFERENCE	9345.00
TAX	560.70
SUBTOTAL	9905.70
PAYOFF ON TRADE	6000.00
SUBTOTAL	16305.70
EX-SERVICE PLAN	375.00
DOC. & TITLE FEE	199.00
SUBTOTAL	17879.70
CASH DOWN PAYMENT	N/A
TOTAL BALANCE DUE	17879.70

Remarks:

TRADE-IN RECORD

YEAR	MAKE	MODEL	BODY	LIC
1999	FORD	EXPLORER	4 DR WAGON SPORT	
ODOMETER	VIN		COLOR	STOCK NO.
99478	1FM2U34E1XZA11626		BLUE	10304

I have read the face of this order and agree to this purchase contract. I hereby certify that I am 18 years of age or older and acknowledge receipt of a copy of this order. I understand the figures in this order are predicted upon actual amount of the lien due on the trade-in motor vehicle and any additional amount will be paid by me or any extra will be refunded to me. My trade-in has a clean title (ie no salvage, rebuilt) and no mileage discrepancies. This loan is not complete until all verification is done by the lending institution. If any loan is not completed for any reason, I will return the vehicle within 24 hrs. of notification. This vehicle is sold "as is" unless an additional service contract has been added.

Buyer's Signature

09/21/2007

Date

Buyer's Signature

Date

Salesperson's Signature

Blumberg No. 5138

STATE'S
EXHIBIT

F



3030 Frontage Road
Warsaw, IN 46580
Phone: (574) 371-2010
Fax: (574) 371-2040

1999

Date AUGUST 30, 20 07Purchaser: MAXINE WHITTAKER Phone: [REDACTED]Address: [REDACTED] City, St., Zip: [REDACTED]I agree to purchase one USED ☐ Car ☒ Truck or _____ as follows:

YEAR	MAKE	MODEL	BODY	LIC.
2002	DODGE	RAM 1500 QUAD	CREW PICKUP	
ODOMETER	VIN	COLOR	STOCK NO.	
108932	1D7HU18N6ZS607031	GOLD	702505	

SALES PRICE	10119.00
TRADE ALLOW	N/A
TRADING DIFFERENCE	10119.00
TAX	807.14
SUBTOTAL	10726.14
PAYOFF ON TRADE	N/A
SUBTOTAL	10726.14
EX. SERVICE PLAN	N/A
DOC. & TITLE FEE	199.00
SUBTOTAL	10925.14
CASH DOWN PAYMENT	N/A
TOTAL BALANCE DUE	10925.14

Remarks: _____

TRADE IN RECORD

YEAR	MAKE	MODEL	BODY	LIC.
ODOMETER	VIN	COLOR	STOCK NO.	
N/A				

I have read the face of this order and agree to this purchase contract. I hereby certify that I am 18 years of age or older and acknowledge receipt of a copy of this order. I understand the figures in this order are predicted upon actual amount of the lien due on the trade-in motor vehicle and any additional amount will be paid by me or any extra will be refunded to me. My trade in has a clean title (ie no salvage, rebuilt) and no mileage discrepancies. This loan is not complete until all verification is done by the lending institution. If any loan is not completed for any reason, I will return the vehicle within 24 hrs. of notification. This vehicle is sold "as is" unless an additional service contract has been purchased.

08/30/2007

Buyer's Signature

Date

Buyer's Signature

Date

Salesperson's Signature

Accepted By